

**Exhibit B - Page 1
to Ntc of Removal**

1 1.2 Upon information and belief, Gerardo Ponce (hereinafter “Defendant
2 Ponce”) was a resident of Bethany, Oklahoma County, Oklahoma. All acts alleged herein
3 were for and on behalf of the marital community of Gerardo Ponce and Jane/John Doe
4 Ponce.

5 1.3 Upon information and belief, Penske Truck Leasing Co., LP., of
6 Washington (hereinafter “Defendant Penske”) is a foreign limited partnership doing
7 business in Washington State.
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9 1.4 The collision that is the subject of this Complaint occurred in or near Seattle,
10 Washington in the County of King. Thus, jurisdiction and venue are proper in this Court.
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12 **II. ALLEGATIONS COMMON TO ALL CLAIMS**

13 2.1 On or about October 4, 2019, Plaintiff was traveling westbound on S.
14 Michigan Street, in the inside lane, just past the 6th Avenue S., intersection, in Seattle,
15 Washington, driving a City of Seattle Public Utility vehicle.

16 2.2 Defendant Ponce was driving a rented Penske moving truck westbound in
17 the far outside lane on S. Michigan street, in the lane next to Plaintiff.
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19 2.3 As both the Plaintiff and Defendant entered the intersection, Defendant Ponce
20 moved into the inside lane to avoid leaving the back end of his vehicle half-way out in the
21 intersection, failed to stop, and struck the rear of Plaintiff’s vehicle.

22 2.4 Defendant Penske is the owner of the vehicle leased to Defendant Ponce and
23 failed to properly train him in driving the rental truck.
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1 2.5 As a result of the collision, Plaintiff suffered injuries to his neck, shoulders, and
2 lower back.

3 2.4 Consequently, Plaintiff received and are obligated to pay for medical
4 treatment that became necessary as a result of this collision. His treatment, pain, and
5 discomfort continue.

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7 **III. CAUSE OF ACTION—NEGLIGENCE**

8 3.1 A person operating a motor vehicle has a duty to use reasonable care and
9 skill so as to avoid foreseeable collisions.

10 3.2 Defendant Ponce breached his duty of care by failing to operate a motor
11 vehicle in a reasonably safe manner.

12 3.3. Defendant Penske failed to adequately train Defendant Ponce on the use of
13 their rental truck.

14 3.3 The Defendants' breach was the actual and proximate cause of the damages
15 sustained by the Plaintiff.

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17 **IV. NO COMPARATIVE FAULT**

18 4.1 Plaintiff is without fault of any kind or nature whatsoever and did not
19 contribute to his injuries or damages in any way. Defendants' are jointly and severally
20 liable for Plaintiff's injuries.
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V. DAMAGES

5.1 As a direct and proximate result of the collision, Plaintiff suffered personal injuries, which have and will continue to occur for an indefinite time into the future. Plaintiff suffered mental and emotional distress and incurred economic and non-economic damages, which have continued and will continue for an indefinite period of time.

5.2 Plaintiff's injuries required medical treatment.

5.3 Plaintiff sustained injuries, damages, expenses and losses, including, but not limited to:

1. Economic
 - a. Medical expenses, both past and future;
 - b. Income loss;
 - c. Other out-of-pocket expenses; and
 - d. Other recoverable economic damages.
2. Non-economic
 - a. Past and future pain;
 - b. Past and future physical suffering;
 - c. Past and future mental and emotional suffering;
 - d. Past and future disability;
 - e. Loss of enjoyment of life; and
 - f. Other recoverable non-economic damages.

1 g. As a direct and proximate result of the collision, Plaintiff
2 suffered personal injuries, which have continued, and will continue to occur for an indefinite
3 time into the future. Plaintiff suffered mental and emotional distress and incurred economic
4 and non-economic damages, which have continued and will continue for an indefinite period
5 of time.

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7 **VI. PRAYER FOR RELIEF**

8 **WHEREFORE**, the Plaintiff prays for a judgment against these Defendants, jointly and
9 severally, as follows:

- 10 6.1 Economic damages for Plaintiff in such amounts as are proven at trial.
11 6.2 Non-Economic damages for Plaintiff in such amounts as are proven at trial.
12 6.3 Costs including reasonable attorney's fees for Plaintiff as are proven at trial.
13 6.4 For such other and further relief as the court deems just, equitable and
14 proper for Plaintiff as are proven at the time of trial.
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17 DATED this 1st day of March, 2021.
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21 J.D. SMITH, WSBA No. 28246
22 Attorney for Plaintiff Preston Wilson
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